

Paul J. Graf  
Group Attorney  
Transportation Systems & Industrial Group

**EVANS**  
PRODUCTS COMPANY

The East Tower  
2550 Golf Road  
Rolling Meadows, Illinois 60008

Telephone 312/640-7000

RECORDATION NO. 9614-C Filed 1425

February 22, 1984

FEB 27 1984 -9 40 AM

INTERSTATE COMMERCE COMMISSION

Mrs. Mildred Lee  
Secretary  
Interstate Commerce Commission  
Washington, DC 20423

2/27/84  
10:00

Dear Mrs. Lee:

I have enclosed three originals of the document described below to be recorded pursuant to Section 11303 of Title 49 U.S. Code.

The document included is a Supplemental Agreement, a secondary document dated 9/1/83.

The primary document to which this is connected is recorded under Recordation No. 9614.

The names and addresses of the parties to the documents are as follows:

Lender: Marine Midland Bank  
140 Broadway  
New York, NY

Borrower: Evans Railcar Leasing Company  
2550 Golf Road  
Rolling Meadows, IL 60008

A description of the equipment covered by the document follows:  
Destroyed Equipment: 10 4780 c.f. 100-ton Covered Hoppers, LOAM 3008, 3016 3019, 3021, 3024, 3052, 3059, 3065, 3075, ATW 20014; AAR# L153; 1 100-ton 3600 c.f. Covered Hopper, USLX 46005, AAR# L151; 1 70-ton 52'5" Side-Slider Boxcar, LOAM 11098, AAR# L047.  
Substitute Equipment: 10 21,000 gallon coiled and insulated tank cars, ERLX 100-109, AAR #T105.

A fee of \$10.00 is enclosed. Please return two originals not needed by the Commission for recordation to Paul J. Graf, Evans Products Company, 2550 Golf Road, Rolling Meadows, IL 60008.

A short summary of the document to appear in the index follows:  
Supplemental Agreement to a Security Agreement, Recordation  
Number 9614, between Evans Railcar Leasing Company, 2550 Golf  
Road, Rolling Meadows, IL 60008, Borrower; and Marine Midland  
Bank, 140 Broadway, New York, NY, Trustee, dated 9/1/83 and  
covering:

Destroyed Equipment: 10 4780 c.f. 100-ton Covered Hoppers, LOAM  
3008, 3016 3019, 3021, 3024, 3052, 3059, 3065, 3075, ATW 20014;  
AAR# L153; 1 100-ton 3600 c.f. Covered Hopper, USLX 46005, AAR#  
L151; 1 70-ton 52'5" Side-Slider Boxcar, LOAM 11098, AAR# L047.  
Substitute Equipment: 10 21,000 gallon coiled and insulated tank  
acrs, ERLX 100-109, AAR #T105.

Very truly yours,

Paul J. Graf

PJG:sm

Enclosure

SUPPLEMENTAL AGREEMENT

FEB 27 1984 -9 40 AM

INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT dated as of September 1, 1983 is by and between Marine Midland Bank, N.A. (hereinafter called the "Bank") and Evans Railcar Leasing Company, an Illinois corporation (hereinafter called the "Company").

## W I T N E S S E T H:

WHEREAS, the Bank and the Company (as successor to United States Railway Leasing Company) have executed with and delivered to each other that certain Railroad Equipment Security Agreement Issue AS dated as of June 30, 1978, as heretofore supplemented and amended by a Supplemental Agreement dated July 8, 1981 (hereinafter collectively called the "Agreement"); and

WHEREAS, the Agreement was recorded with the Interstate Commerce Commission in accordance with 49 U.S.C. Section 11303 and assigned Recordation No. 9614; and

WHEREAS, the Company and the Bank desire to modify and amend the Agreement to release and delete therefrom the Destroyed Cars (as described in Exhibit A hereto), to encumber thereby the Substitute Cars (as as described in Exhibit B hereto) and to substitute the Substitute Cars for the Destroyed Cars; and

WHEREAS, pursuant to Section 2.2 and 2.3 of the Agreement, the Company will assign and transfer to the Bank the Substitute Cars for the Destroyed Cars.

NOW, THEREFORE, in consideration of the promises, covenants and agreements hereinafter set forth, it is agreed by and between the parties hereto that:

1. The Company hereby grants, assigns, transfers, mortgages and sets over unto the Bank, its successors and assigns, and does hereby grant to the Bank a security interest in, all and singular, the Substitute Cars.
2. The Agreement is hereby amended by subjecting to the lien thereof and adding to Schedule I, thereof, the Substitute Cars.
3. The Company will mark or cause to be marked the Substitute Cars as provided in Section 1.5 of the Agreement.

4. The term "Cars" as used in the Agreement shall hereafter, for all purposes, include the Substitute Cars.
5. The Company will promptly cause this Supplemental Agreement for the Substitute Cars to be filed and recorded in accordance with 49 U.S.C. Section 11303.
6. For a period of 90 days after the perfection of the Bank's security interest in the Substitute Cars by the filing and recordation of this Supplemental Agreement in accordance with 49 U.S.C. Section 11303, the Company shall maintain the insurance proceeds paid on claims for the Destroyed Cars in a deposit account with the Bank. At the end of such 90 day period, the Bank will execute a release of its security interest in the insurance proceeds paid on claims for the Destroyed Cars.
7. Except as amended and supplemented hereby, the Agreement shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be duly executed as of the 1st day of September, 1983.

[CORPORATE SEAL]

ATTEST:

MARINE MIDLAND BANK, N.A.



Dorothy G. Ryan  
Assistant Secretary

By:

Elizabeth M. Keenan  
Vice President

[CORPORATE SEAL]

ATTEST:

EVANS RAILCAR LEASING COMPANY

Thomas L. Schenbeck  
Assistant Secretary

[Signature]  
Vice President

EXHIBIT A  
ISSUE AS DESTROYED CARS

| <u># of Cars</u> | <u>Car Type</u>                          | <u>Car Numbers</u>  |
|------------------|--|---|
| 1                | 70-ton 52'5" Side Slider<br>Boxcars      | LOAM 11098  |
| 9                | 100-ton 4780 c.f. Covered<br>Hopper Cars | LOAM 3008<br>LOAM 3016<br>LOAM 3019<br>LOAM 3021<br>LOAM 3024<br>LOAM 3052<br>LOAM 3059<br>LOAM 3065<br>LOAM 3075 |
| 1                | 100-ton 4780 c.f. Covered<br>Hopper Car  | ATW 20014   |
| 1                | 100-ton 3600 c.f. Covered<br>Hopper Car  | USLX 46005  |

EXHIBIT B  
ISSUE AS SUBSTITUTE CARS

# of Cars

10

Car Type

21,000 Gallon Coiled &  
Insulated Tank Cars

Car Numbers

ERLX 100-109

STATE OF New York  
CITY AND COUNTY OF New York

On this 17 day of November, 19 83,  
before me personally appeared Elizabeth M. Heenan and  
Dorothy A. Ryan, to me personally known, who, being by  
me duly sworn, say that they are Vice President and Assistant  
Secretary, respectively, of Marine Midland Bank, N.A., that  
one of the seals affixed to the foregoing instrument is the  
corporate seal of said corporation, and that said instrument  
was signed and sealed on behalf of said corporation by  
authority of its Board of Directors and they acknowledged  
that the execution of the foregoing instrument was the free  
act and deed of said corporation.

My commission expires:

March 30, 1983

Joan C. Fingerath  
Notary Public

JOAN C. FINGERATH  
Notary Public, State of New York  
No. 24-4703921 Qual. in Kings Co.  
Certificate filed in New York County  
Commission Expires March 30, 1985

STATE OF ILLINOIS

COUNTY OF COOK

On this 7<sup>th</sup> day of November, 1983, before me  
personally appeared Paul R. Lenz and Thomas L. Sevensbeck,  
to me personally known, who, being by me duly sworn, say  
that they are Vice President and Assistant Secretary,  
respectively of EVANS RAILCAR LEASING COMPANY, that one  
of the seals affixed to the foregoing instrument is the seal  
of said corporation, that said instrument was signed and  
sealed on behalf of said corporation by authority of its  
Board of Directors, and they acknowledged that the execution  
of the foregoing instrument was the free act and deed of said  
corporation.

My commission expires:

6-13-87

Rita M. Kuta  
Notary Public